



## CITY OF WASHINGTON, ILLINOIS

### City Council Agenda Communication

**Meeting Date:** July 5, 2024

**Prepared By:** Jon Oliphant, AICP, Planning & Development Director

**Agenda Item:** First Reading Ordinances – Washington Commercial Building and Property Improvement Grant Program Redevelopment Agreements

**Explanation:** **A request is made to waive the 2<sup>nd</sup> reading ordinance for the Nena Ace Hardware project by the business owners. Their grand opening is scheduled for August 23-25. The project is anticipated to take about three weeks to complete. They would like to start the project ASAP in order for it to be completed prior to the grand opening, if possible.**

The FY 24-25 budget includes \$300,000 in the ED/Tourism Fund that is earmarked for the inaugural Washington Commercial Building and Property Improvement Grant Program. The application deadline was May 29 and ten applications were submitted. This does not include prior discussion for a parking lot improvement project for Countryside Banquet & Catering.

Following discussion at the June 10 Committee of the Whole meeting, redevelopment agreements were recommended to be drafted for eight projects. Following conversations with each of those business/property owners, two of the owners voluntarily requested to not pursue funding through this grant program. A summary of each of the six projects is as follows:

- **Nena Ace Hardware (1880 Washington Road):** The project would remove and replace the existing front entryway, including a new double door, painting, new awning, new permanent lighting, new roofing over the entry, and installing stone on three sides. The estimated project cost is \$225,000. The project received a score of 17, which makes it eligible for a 50%/\$50,000 grant. The recommended grant based on the scoring is **\$50,000**. **Request to waive the 2<sup>nd</sup> reading ordinance.**
- **Brooks Accounting & Tax Service (2165 Washington Road):** This property also contains AutoMate, a used car dealership. The project would blacktop and stripe the existing gravel parking lot. The estimated project cost is \$54,249. The project received a score of 9, which makes it eligible for a 25% grant. The recommended grant is **\$14,531**.
- **Mt. Vernon Plaza (1217-1255 Peoria Street):** The project would remove and replace the existing cedar shingles with black steel, painting the stucco white, and repave the parking lot. The estimated project cost is \$112,673. The project received a score of 21, which makes it eligible for a 50%/\$50,000 grant. The recommended grant is **\$50,000**.
- **Washington Family Restaurant (1269 Peoria Street):** The project would remove and replace the existing front and side façade as well as the deteriorating walls at the roofline. Cement blocks would be built to support a parapet wall on the roof and stone would be installed on the façade. The estimated project cost is \$130,000. **(Please note:** The estimate included as an exhibit in the agreement references a cost of \$224,800. Upon verification, the owner has indicated that the same scope can be completed at a reduced cost). The project received a score of 20, which makes it eligible for a 50%/\$50,000 grant. The recommended grant is **\$50,000**.
- **Brad's Lawn Care (290-304 Muller Road):** The project would install a permanent interchangeable tenant sign with permanent landscaping including a flagstone retaining wall. The estimated project cost is \$13,096. The project received a score of 8, which makes it eligible for a 25% grant. The recommended grant is **\$3,274**.

- Russell's Cycling & Fitness (10 Valley Forge Plaza): The project would paint the east and north sides of the building. The estimated project cost is \$6,500. The project received a score of 15, which makes it eligible for a 50% grant. The recommended grant is \$3,250.

**Fiscal Impact:** The City's not-to-exceed expenditure included in the redevelopment agreements drafted for the eight projects would be \$171,055.09. This does not include the City's tentative disbursement for the Countryside Banquet & Catering parking lot project, which would obligate the City to a not-to-exceed amount of \$69,500 and bring the total City share to \$240,555.09.

**Action Requested:** Approval of individual redevelopment agreements for each of the projects. With \$300,000 budgeted in FY 24-25 for this program, the above total City share of \$240,555.09 would leave slightly less than \$35,000 that could be obligated towards another purpose that the Council may desire. First reading ordinances for each of the projects are scheduled for the July 15 City Council meeting and second readings will be scheduled for the August 5 meeting. Projects cannot begin until after such agreements have been approved.

**Ordinance No. \_\_\_\_\_**

(Adoption of this ordinance would approve a redevelopment agreement with Dan Ramadani Doing Business As Washington Family Restaurant for the redevelopment of 1269 Peoria Street).

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A  
REDEVELOPMENT AGREEMENT WITH DAN RAMADANI DOING BUSINESS AS  
WASHINGTON FAMILY RESTAURANT FOR THE REDEVELOPMENT OF 1269  
PEORIA STREET**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,  
TAZEWELL COUNTY, ILLINOIS,** as follows:

**Section 1.** That the Redevelopment Agreement between the City of Washington, Tazewell County, Illinois, and Dan Ramadani Doing Business As Washington Family Restaurant for the redevelopment of 1269 Peoria Street, a copy of which is attached hereto, marked “Exhibit A,” and by reference expressly made a part hereof, be, and the same is hereby approved.

**Section 2.** That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked “Exhibit A,” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

**Section 3.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 4.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF WASHINGTON,  
TAZEWELL COUNTY, ILLINOIS, AND DAN RAMADANI  
DOING BUSINESS AS WASHINGTON FAMILY RESTAURANT**

**Dated:** \_\_\_\_\_

**CITY OF WASHINGTON  
REDEVELOPMENT AGREEMENT**

This AGREEMENT (this “**Agreement**”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (the “**Effective Date**”) by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and DAN RAMADANI DOING BUSINESS AS WASHINGTON FAMILY RESTAURANT (the “**Developer**”).

**R E C I T A L S**

**WHEREAS**, the City has established the Washington Commercial Building and Property Improvement Grant Program (the “**Program**”) to provide private redevelopment assistance for certain eligible projects; and

**WHEREAS**, the Developer operates a family restaurant at 1269 Peoria Street, Washington, Illinois 61571, such property is legally described on **Schedule 1** attached hereto and incorporated herein (the “**Premises**”); and

**WHEREAS**, Shefkije Ramadani (“**Shefkije**”) owns the Premises; and

**WHEREAS**, the building the Developer utilizes for the restaurant on the Premises needs to be redeveloped by making substantial exterior improvements; and

**WHEREAS**, on or about May 22, 2024, the Developer submitted an Application for Commercial Building/Property Improvement Grant Program, a copy of which is attached hereto as **Exhibit A**, requesting private redevelopment assistance through the Program to redevelop the building on the Premises; and

**WHEREAS**, the Developer desires to redevelop the building on the Premises pursuant to a proposal received by the Developer dated May 9, 2024, which is attached hereto as **Exhibit B** (the “**Proposal**”); and

**WHEREAS**, the Developer will redevelop the building on the Premises in accordance with the Proposal (collectively, the “**Project**”); and

**WHEREAS**, the City has deemed the Project eligible for private redevelopment assistance under the Program; and

**WHEREAS**, to support the Project, the City is willing to provide the Developer with the incentives as set forth in this Agreement; and

**WHEREAS**, the Developer agrees to advance certain funds of Developer’s own to construct the Project; and

**WHEREAS**, Shefkije has authorized the Project on the Premises; and

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

## **ARTICLE 1 DESCRIPTION OF THE PROJECT**

1.1 **The Project.** The Project shall consist of improvements on the Premises more fully described in Article 5 herein.

1.2 **The Estimated Cost of the Project.** The estimated cost of the Project is set forth on **Schedule 2** attached hereto and incorporated herein (the “**Estimated Project Cost**”).

## **ARTICLE 2 CONSTRUCTION OF THE PROJECT**

### **2.1 Commencement and Completion of the Project Requirements.**

2.1.1 **Commencement of the Project.** The Project shall commence within ninety (90) days of the Effective Date. Notwithstanding anything herein to the contrary, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City’s sole discretion.

2.1.2 **Completion of the Project.** The Developer must complete the Project and receive an approved final inspection by appropriate City representatives, if applicable, prior to July 1, 2025 (the “**Completion Date**”). However, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City’s sole discretion.

2.2 **Quality of Construction and Conformance to Federal, State and Local Requirements.** All work with respect to the Project (the “**Works**”) shall conform to the City’s zoning code, building code and all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes, the Illinois Human Rights Act, the Illinois Prevailing Wage Act, and the Illinois Public Works Employment Discrimination Act. The Developer shall cause the construction of the Works to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement and shall cause the Works to be constructed in a good and workmanlike manner.

### **2.3 Utilities.** Intentionally Omitted.

2.4 **Limitation.** The Project may not begin until this Agreement is approved and is duly executed and a building permit is issued by the City, if applicable. Any expenses incurred by the Developer prior to the execution of this Agreement or the issuance of a permit, as applicable, shall not be reimbursed by the City.

### ARTICLE 3 REPRESENTATIONS OF THE DEVELOPER

The Developer represents, warrants and agrees as the basis for the undertakings on Developer's part herein contained that:

3.1 **Organization.** The Developer owns and operates Washington Family Restaurant on the Premises.

3.2 **Authorization.** The Developer has the authority to conduct business in the State of Illinois. Furthermore, the Developer has the power to enter into and is duly authorized to execute, deliver, and perform this Agreement. The Developer will provide any documentation as the City may reasonably request related to the Developer's ability to conduct business in Illinois or authority to enter into this Agreement.

3.3 **Non-Conflict or Breach.** Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the Developer is now a party or by which the Developer is bound.

3.4 **Pending Lawsuits.** There are no lawsuits either pending or, to the best of Developer's knowledge, threatened that would affect the ability of the Developer to proceed with the Project as of the Effective Date.

3.5 **Location of Project.** The Project will be located within the Premises.

3.6 **Financial Representation.** The Developer has sufficient financial means to complete the Project to be eligible for reimbursement hereunder.

### ARTICLE 4 REPRESENTATIONS OF THE CITY

The City represents, warrants, and agrees as a basis for the undertakings on its part contained herein that:

4.1 **Organization and Authorization.** The City is a home-rule municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter and by proper action has been duly authorized to execute, deliver, and perform this Agreement.

4.2 **Non-Conflict or Breach.** Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the City is now a party or by which the City is bound.

4.3 **Pending Lawsuits.** There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

## **ARTICLE 5 DEVELOPER'S COVENANTS**

5.1 **Redevelopment Project.** The Developer agrees on behalf of himself, his successors or assigns, to complete the Project on the Premises as described in this Agreement. Specifically, the Developer shall make the following improvements on the Premises: redevelop the building on the Premises in accordance with the Proposal. Shefkije is a party to this Agreement only to ratify and confirm that Shefkije has authorized the Project on the Premises.

5.2 **Redevelopment Work.** As set forth above, the Developer agrees to redevelop the Premises and complete the Project in accordance with this Article.

The Estimated Project Cost of the above-listed items for the redevelopment are specifically set forth in **Schedule 2** attached hereto. Developer will comply with any and all nationally accepted standards for the Project. Furthermore, Developer shall abide by all representations and warranties set forth herein. All material and equipment furnished in connection with this Article and otherwise in this Agreement, shall be new and otherwise of good quality.

5.3 **Payment of Taxes.** Intentionally omitted.

5.4 **Exemption from Tax.** Intentionally omitted.

5.5 **Indemnification of the City.** So long as the Developer, his successors and assigns maintain an interest in the Premises or any part thereof, the Developer, his successors and assigns agree to indemnify and save the City and its officers, council members, agents, representatives, attorneys, and employees harmless against all claims by or on behalf of any person or persons, business, governmental agency, firm, partnership, limited liability company or corporation arising from the Developer's, his successors and assigns ownership, operation or management of the Project/Premises, or from any work of or thing done by the Developer, his successors or assigns on the Premises, or any work or activity of the Developer, his successors and assigns connected to the Project. The Developer, his successors, and assigns agree to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, his successors and assigns upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer, his successors and assigns shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the sole expense of the City. It is agreed and understood that the aforesaid indemnities in this Section shall be binding on the Developer, his successors and assigns only for such period as the Developer, his successors and assigns maintain an interest in the Project, or



Premises or part thereof, and only with respect to such interest in the Project or Premises or part thereof. The requirement of this Section terminates two years after the Completion Date.

**5.5.1. Insurance.** Prior to the commencement of the Project, the Developer covenants to provide the City with an insurance certificate indicating that the Developer and the Premises are covered by General Commercial Liability insurance with limits in an amount to be approved by the City. The insurance policy must include an endorsement to the policy that lists the City as an additional insured thereunder. The City shall be provided with a copy of the policy endorsement illustrating that the City has been duly added as an additional insured. The insurance policy shall be issued by an insurer duly authorized to provide insurance policies within the State of Illinois. Any such insurance policy must include a provision requiring at least thirty (30) days advance notice (the “**Thirty Day Notice**”) to the City prior to a cancellation or lapse of the policy. The City shall be provided with a copy of the policy endorsement illustrating that the Thirty Day Notice period was duly added to the policy. The Developer cannot commence the Project without such insurance. The requirement of this Section terminates two years after the Completion Date.

## **5.6 Equal Opportunity.**

**5.6.1 Non-Discrimination.** The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin or any other protected characteristic under state, local, or federal law. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin or any other protected characteristic under state, local, or federal law. Such action shall include but not be limited to the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause, and any other postings or notices required by applicable law related to employment matters.

**5.6.2 Advertising.** The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin or any other protected characteristic under state, local, or federal law.

**5.7 Payment of Prevailing Wages.** The Developer and his contractors/subcontractors shall pay the prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to complete the Project, as identified herein, also the general prevailing rate for legal holiday and overtime work, all in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). The Illinois Department of Labor (the “**Department**”) publishes the prevailing wage rates on its website at: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. The Department revises the prevailing wage rates and the Developer and his contractors/subcontractors have an obligation to check the Department’s website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. To the extent required by applicable law, Developer and his

contractors/subcontractors are responsible for contacting the Department to ensure understanding of prevailing wage requirements. Developer shall inform all contractors and subcontractors rendering services related to the Project that they must comply with all requirements of the Illinois Prevailing Wage Act, *including but not limited to*, all wage requirements and notice and record keeping duties. Furthermore, to the extent required by applicable law, the Developer and his contractors/subcontractors shall file certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act (820 ILCS 130/5). The City may request proof of filing of the certified payrolls prior to making a payment to the Developer hereunder.

**5.8 Project Subject to Plan and Agreement.** Intentionally omitted.

**5.9 Liens.** Developer shall promptly pay when due the entire cost of any work on the Premises undertaken by Developer so that the Premises shall at all times be free of liens for labor and materials.

**5.10 Inspection Rights.** Developer shall liberally allow the City to inspect the Project, the Premises, and the Developer's records within seven (7) business days of the City's request to conduct such an inspection.

**5.11 Substance Abuse Prevention on Public Works Projects Act.** To the extent required by applicable law, the Developer and his contractors/subcontractors shall abide by the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*) and furnish a copy of its respective substance abuse prevention program to the City.

## **ARTICLE 6 CITY'S OBLIGATIONS –REIMBURSEMENT INCENTIVE**

**6.1 Conditions Precedent to Reimbursement Incentive.** The City's obligation to make the reimbursement in accordance with this Article is subject to the following:

6.1.1 The Developer's compliance with the terms and conditions set forth in this Agreement and the schedules attached hereto; and

6.1.2 The reimbursement is limited to the direct reimbursement of costs related to the Project.

**6.2 Reimbursement for Project Costs.**

**6.2.1 Reimbursement.**

(a) Subject to all of the conditions set forth herein, the City shall reimburse the Developer up to fifty percent (50%) of the Estimated Project Cost. The City shall inspect the Premises for verification that the Project has been satisfactorily completed prior to making a reimbursement hereunder. For the Project, a single reimbursement will be made by the

City within sixty (60) days after the completion of the Project and the submission of paid invoices.

**6.3 Actual Cost v. Estimated Cost.** In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is less than the estimated cost contained herein, the City shall pay a sum not to exceed the certified cost, subject to the limitations set forth herein. In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is more than the estimated cost contained herein, the City shall only reimburse the Developer for fifty percent (50%) of the Estimated Project Cost, such reimbursement shall be subject to the Reimbursement Cap (as defined herein).

**6.4 Obligation for Project Reimbursement for the Project.** The City's obligation to pay any of the above-stated costs shall not arise until and unless the following shall first occur: The Developer shall document Project costs to the reasonable satisfaction of the City by submitting paid invoices to the City Administrator.

**6.5 Limitation on Reimbursement.** The total reimbursement made by the City hereunder for the Project shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) (the "**Reimbursement Cap**").

## **ARTICLE 7 CONTINUATION OF OPERATIONS**

Developer agrees for himself, his successors, and assigns, that after the Project is completed, he will continue to use the Premises for operation as a family restaurant through two years after the Completion Date.

## **ARTICLE 8 PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

**Intentionally Omitted.**

## **ARTICLE 9 DEFAULT AND REMEDIES**

**9.1 Event of Default.** The following shall be an event of default ("**Event of Default**") with respect to this Agreement:

**9.1.1** If any representation made by the Developer or City in this Agreement, or in any certificate, notice, demand, or request made by the Developer or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any respect as of the date made;

**9.1.2** Breach by the Developer or City of any covenant, warranty or obligation set forth in this Agreement; or

9.1.3 Any other specific breach identified herein.

## **9.2 Remedies of Default or Bankruptcy.**

**9.2.1 General Remedies.** In the case of an Event of Default or bankruptcy by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default or bankruptcy within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default or bankruptcy shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or bankruptcy, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. In case the City or Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

**9.2.2 Remedies due to Developer Default.** In the case of an Event of Default by the Developer, Developer agrees for himself, his successors and assigns, that he will immediately pay to the City any and all sums previously expended by the City in connection with or arising out of the City's obligations hereunder to reimburse certain costs hereunder, together with all costs of collection of same, including but not limited to the City's reasonable attorney's fees (as defined in Section 11.8 herein), court costs and costs of collection.

**9.2.3 Remedies due to City Default.** In the case of an Event of Default by the City, the City agrees for itself, its successors and assigns, that it will immediately pay to Developer all amounts due to Developer hereunder and for which the City has an obligation hereunder to pay, as of the date of default, together with all Developer's reasonable attorneys' fees (as defined in Section 11.8 herein), court costs and costs of collection.

## **9.3 Other Rights and Remedies of City and Developer: Delay in Performance and Waiver.**

**9.3.1 No Waiver by Delay.** Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to any Event of Default under any section in this Agreement or

with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.

**9.3.2 Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors, assigns, or transferees in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**9.3.3 Delay in Performance/Force Majeure.** For the purposes of any of the provisions of this Agreement, neither the City, nor the Developer (or any tenant of the Premises, if any), as the case may be, nor any successor, assigns, or transferee in interest, shall be considered in breach of, or in default of, its obligations with respect to the preparation of the Premises for redevelopment, or the beginning and completion of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of contractors/subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Developer with respect to the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Such extensions of schedules shall be agreed to in writing by the parties hereto.

## **ARTICLE 10 GUARANTORS**

**Intentionally Omitted.**

## **ARTICLE 11 GENERAL PROVISIONS**

### **11.1 Authorized Representatives.**

**11.1.1 Developer.** Dan Ramadani is the only individual authorized to communicate to the City related to this Agreement.

11.1.2 **City.** The City designates the City Administrator as the authorized representative, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City. Such authority shall be reserved exclusively to the City Council of the City.

11.2 **Governing Law.** This Agreement shall be construed under and pursuant to the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Tazewell County, Illinois.

11.3 **Execution of Counterparts.** This Agreement may be executed by original signature or by facsimile, digital, or other electronic signature and in one or more counterparts, each of which will be deemed an original and together will constitute one and the same instrument. This Agreement may be executed as an original in ink, by facsimile signature (e.g., a signature reproduction by physical or electronic stamp) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000. Any counterpart containing a qualifying signature transmitted electronically (e.g., via e-mail or telecopier machine) shall be accepted as an original and shall have the same force and effect as an original.

11.4 **Reference to Headings.** Unless otherwise specified, references to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

11.5 **Titles of Paragraphs.** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in any respect in construing or interpreting any provision hereof.

11.6 **Entirety of Agreement.** This Agreement is the entire agreement between the parties hereto, and any other agreements, whether written or oral, entered into by the parties prior to the date hereof shall be deemed to be null and void and have merged into this Agreement by virtue of the execution hereof.

11.7 **Binding Upon Successors in Interest.** This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns, transferees, or other successors in interest.

11.8 **Attorneys' Fees.** In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court. For purposes of this Agreement, the term "attorneys' fees" shall mean and include, but not necessarily be limited to, attorney and paralegal fees whether incurred for purposes of research, preparation, negotiation, trial, appellate, collection or otherwise.

11.9 **Construction of Agreement.** Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

11.10 **No Other Legal Relationship Created.** Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

11.11 **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions of this Agreement shall not be affected thereby.

11.12 **Memorandum of Agreement.** Intentionally Omitted.

11.13 **Further Assistance and Corrective Instruments.** The City and the Developer, agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement by any party hereto.

11.14 **Notices.** Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery; (b) certified mail, return receipt requested; or (c) regular mail at the following addresses:

**To the City at:** City of Washington  
Attn: City Administrator  
301 Walnut St.  
Washington, IL 61571

**With a copy to:**  
Derek A. Schryer  
Davis & Campbell L.L.C  
401 Main St., Suite 1600  
Peoria, Illinois 61602

**Developer at:** Dan Ramadani  
1269 Peoria Street  
Washington, IL 61571

or to the last known address of any party or to the address provided by a successor, assignee, or transferee, if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is sent by regular mail, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office. Only a notice sent to the City or Developer hereunder shall constitute notice in accordance with this Section.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**CITY OF WASHINGTON,**  
An Illinois home-rule municipal corporation

**DEVELOPER:**

By: \_\_\_\_\_  
Gary Manier, Its Mayor

\_\_\_\_\_  
Dan Ramadani, doing business as  
Washington Family Restaurant

Attest: \_\_\_\_\_  
Valeri Brod, Its City Clerk

SEAL:

**ACKNOWLEDGED AND ACCEPTED:**

\_\_\_\_\_  
Shefkije Ramadani

**[Signature Page to Redevelopment Agreement Between The City of Washington, Tazewell County, Illinois, and Dan Ramadani doing business as Washington Family Restaurant]**



**EXHIBIT A**  
**APPLICATION**

**CITY OF WASHINGTON, ILLINOIS**  
**APPLICATION FOR COMMERCIAL BUILDING/PROPERTY IMPROVEMENT GRANT PROGRAM**  
**PRIVATE REDEVELOPMENT INCENTIVE APPLICANTS**



**Applicant name:** Dan Ramadani  
**Mailing address:** 1269 Peoria Street Washington Illinois  
**Daytime Phone:**

**Email Address:**  
**Correspondence Method:** Email

1. **Applicant interest in property:** Owner/Mortgagor
  - **Third-Party (name):**
2. **Property owner name:** Shefkije Ramadani
3. **Business name(s):** Washington Family Restaurant
4. **Project address or location:** 1269 Peoria St. Washington, Illinois
5. **Property tax ID number(s):** 02-02-22-201-010
6. **Current use of property:** Restaurant
7. **Proposed use of property:** Restaurant
8. **Choose the applicable project:** Façade improvements (existing buildings), Exterior painting, Awning replacements, Permanent monument/wall signage, Parking lot improvements,

- Non-flat roof repairs, Structural improvements, Exterior lighting installation, Permanent landscaping and/or streetscaping
9. **Describe the nature of work proposed for the property:**  
 We'd like to remove the existing paneling and facade. From there, we'd like to remove the leaning walls on top of the roof, remove the deteriorating/damaged facade. We would like to reinforce the existing structure with cement blocks to build up a parapet wall on roof. On the exterior of the building, we'd like to make enhancements including putting stone around the building.
  10. **Estimated total project cost:** \$130,000
  11. **Estimated Start Date:** June 15, 2024
  12. **Zoning:** C-2

**Scoring Matrix:**

Aesthetic	Points	Score
The proposed project will improve the curb appeal of the property (façade improvements, replacements of windows/doors, awnings, painting, upgraded signage, permanent landscaping, etc.)	0-4	4
The proposed project will improve the pedestrian experience (improvements to the parking lots, sidewalks, decorative exterior lighting, etc.)	0-2	2
The proposed project will address existing building and/or property safety issues (structural improvements, non-flat roof repairs, stairs/porches/railings, building demolition if to be replaced by new construction)	0-2	0
Property Use		
Retail, restaurants, entertainment, and mixed use where at least 50% of the building contains retail, restaurants, and/or entertainment	4	4
Office, service uses, and mixed uses where less than 50% of the building contains retail, restaurants, and/or entertainment	2	0
Building or Property is blighted or vacant, where the proposed project will likely improve occupancy	0-2	0
The business(es) are locally-owned and not chain-affiliated	0-2	2
Financial		
The proposed project may increase the equalized assessed value of the property	0-2	2
The proposed project may increase sales tax generation	0-2	2
Location		
The property is located adjacent to a prominent traffic corridor or is highly visible	0-4	4

**Total Points: 20/24**

Property owner & business owner are current on the payment of the Tazewell County real estate taxes: **Yes**

Property owner & business owner are current on the payment of City of Washington water bills & license fees: **Yes**

**EXHIBIT B**

**PROPOSAL FOR PROJECT**



**Mid-Illinois  
Companies**

905 N.E. Adams Street | Peoria, IL 61603  
Ph: 309-674-0717 Fax: 309-674-5802

# Budget

MAINTENANCE | INDUSTRIAL | COMMERCIAL  
**CONSTRUCTION SERVICES**  
UL Qualified Firestop Contractor

SUBMITTED TO:	Washington Family Restaurant	JOB NAME:	Exterior Improvement Budget
ATTENTION:	Dan Ramadami	LOCATION:	Washington, IL.
JOB NUMBER:	24333	DATE:	5/9/2024

**We will provide labor & miscellaneous material to complete the following scope of work:**

## **Demolition**

- Remove EIFS band below windows, band just above windows, full height to top of roofline on east and west sides
- Remove EIFS on exterior side of existing roof parapet wall
  - o This will need to occur to be able to install framing needed to extend the parapet wall
- Remove coping cap and related materials to allow for parapet extension
- Remove stainless steel decorative corners at the front of the building

## **Masonry**

- Lay approximately 1,500 SF of cultured stone
  - o Includes all mesh, ties, mortar, and clean down of new masonry
  - o Stone selected by Owner from samples provided by Mid-Illinois Companies

## **Carpentry**

- 6" 18ga. structural metal stud framing to extend the parapet to +/-5' above existing
  - o Brace back to existing roof as needed
  - o Tie into existing exterior wall framing
- Install new cement board in areas where new stone cladding will be installed
- New glasmat sheathing in areas where new EIFS system will be installed
- 2x pressure treated wood backing for new steel coping cap at parapet
- Add plywood to back of parapet wall extension
- New metal siding and trims applied to back of parapet
- New galvanized metal parapet cap
  - o Color selected by Owner from standard color selection

## **Exterior Insulation & Finish System (EIFS)**

- Apply a fluid applied air weather barrier over newly install glasmat sheathing
- Install complete EIFS system around exterior side of parapet cap
  - o Includes EPS foam, base coat, mesh, beads, flashings, control joints, accent band at roofline, and finish coat
  - o Texture and color selected by Owner
- Repair any damage to existing EIFS band right below awning

## **Exterior Painting**

- Power wash remaining EIFS surfaces, metal canopy and split-faced concrete block
- Apply block filler to split-faced concrete block & bonding primer to metal canopy
- A-100 finish paint, or equal, to all previously primed surfaces as well as existing EIFS surface
  - o Color selected by Owner

**Roofing**

- Repair roofing where bracing for parapet extension was installed
  - o Allowance of \$6,000 figured for roofing repairs

**Plumbing**

- Remove and replace hose bib spicket after new masonry is installed
  - o Allowance of \$650 figured for any plumbing needed

**Electrical**

- Disconnect and remove existing exterior lights
- Supply and install new exterior lighting
- Install new sign circuit
  - o Allowance of \$4,500 figured for any electrical needed

**Additional Items Included**

- Traffic/pedestrian control
- Mobilize/Demobilize
- Lift equipment
- Dumpsters
- Portable bathroom facility
- Architectural fees if needed- Allowance of \$6,000 figured
- Structural Engineering Fees for parapet framing-Allowance of \$3,500 figured
- Building permit

**Items Not Included**

- Any structural repairs found once EIFS is removed
- Glass or glazing
- Signage install
- Steel lintels
- Parking lot or sidewalk repairs
- Additional items required by the City of Washington after plan review
- Any item not specifically stated in above scope of work

**Project Specific Clarifications**

- Washington Family Restaurant to provide utilities and material staging area to complete our scope of work
- Budgetary cost figured. Mid-Illinois Companies will reprice once final design is agreed upon
- Haul debris generated by our scope of work to onsite dumpsters provided by Mid-Illinois Companies
- All work is figured to take place during first shift, Monday through Friday weather permitting

We propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

**Budget: Two Hundred Twenty Four Thousand Eight Hundred and No/100** Dollars \$ **224,800**

Payment to be made as follows: **Progress Payments/Within 30 Days of Invoice Date**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within **30** Days. Submitted By: **Chris Lewis**

**Acceptance Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. I have read and agree to abide by the payment terms as outlined above. In consideration of services rendered by Mid-Illinois Companies, I understand a service charge may be assessed on any account balance not paid within 30 days after the date Mid-Illinois Companies issues a statement to me for amounts due. The service charge will be calculated on unpaid amounts at the periodic rate of 1 1/2% per month, which is an annual percentage rate of 18%. I also agree to reimburse Mid-Illinois Companies and/or be responsible for any costs and expenses which may be incurred to collect any debt due from me, including collection agency fees, service fees, attorney fees, and court costs, without relief from valuation and appraisal laws.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_

## **SCHEDULE 1**

### **Premises (Legal Description)**

A part of the Northeast Quarter of Section 22, Township 26 North, Range 3 West of the 3<sup>rd</sup> Principal Meridian, Tazewell County, Illinois as shown on Plat recorded in Plat Book "P", page 419, more particularly described as follows:

Commencing at the Northwest corner of Tract C as shown on plat recorded in Plat Book "P", Page 419, of the Tazewell County Recorder's Office; Thence North 89°28'39" East 296.0 feet to the point of beginning. From the Point of Beginning continuing North 89°28'39" East 100.00 feet; Thence South 0°00'00" West 192.02 feet; Thence North 88°02'08" West 100 feet; Thence North 0°01'00" West 187.68 feet to the point of beginning containing 18,980 square feet according to Tract Survey filed December 8, 1993 in Book KK, Page 232.

PIN: 02-02-22-201-010

Commonly known as: 1269 Peoria Street, Washington, Illinois 61571.

**SCHEDULE 2**  
**ESTIMATED PROJECT COST**

The Estimated Project Cost for the Project by the Developer is \$130,000. A breakdown of the Estimated Project Cost is set forth below:

**Description\***

Redevelop the building on the Premises in accordance with the Proposal (the cost associated with the Project has been reduced after discussion with the Developer).

TOTAL ESTIMATED PROJECT COSTS	\$130,000.00
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**\*For more details regarding the Project, please see the Proposal.**